

November 10, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL REAVIS, ASSISTANT DIRECTOR FOR
ENGINEERING AND DESIGN
WILLIAM WHITNEY, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT

RE: THE REVITALIZATION PLAN FOR
FANEUIL HALL MARKETPLACE

SUMMARY: Request approval of the revitalization plan for Faneuil Hall Marketplace. The proponents have submitted plans satisfactory to the Authority which meet City policies regarding MBE/WBE opportunities and hiring of Boston residents and minorities.

This is a followup to the May 12, 1988 presentation of the Faneuil Hall Marketplace's Revitalization Program. The Authority had asked questions concerning the expansion of some of the outdoor cafes, and questions regarding the replacement of damaged and missing granite pavers, as well as the status of the reconstruction of Merchants Row in the vicinity of the Sanborn Building. In addition, the Authority had asked for a status of Faneuil Hall Marketplace, Inc., and its tenants', compliance with minority and residency hiring requirements.

In response to the issue of outdoor cafe expansions, Faneuil Hall Marketplace, Inc. caused the Flower Market Cafe and Seaside Cafe to move back to a previous boundary which improves the pedestrian flows at these areas. In addition, the management of the Market has agreed, as part of their Capital Improvements Project, to install permanent bollards to delineate all the outdoor licensed areas. The Rouse Company has also indicated, in response to another question, that there is currently one less liquor licensee than when the market opened.

The replacement of granite pavers has now been completed in the area between historic Faneuil Hall and Quincy Market, and the total reconstruction of the brick and granite surfaces between the Market and the Sanborn Building is presently underway and almost complete.

In response to the inquiry concerning the Faneuil Hall Marketplace's minority and residency compliance, a survey is enclosed. Faneuil hall Marketplace, Inc. itself has a 52% Boston residency level and a 31% minority level. In regards to the hiring practice of the merchants, the report indicates that, of the 115 merchants responding, 29% of the individual owners were Boston residents and 4% were minority; 22% were Women Business Enterprises

(WBE); of the 121 Bull Market merchants 22% of the individual owners of the pushcart businesses were Boston residents and 5% were minority and 64% were WBE; and, 53% of the merchant employees were Boston residents and 20% were minorities. Faneuil Hall Marketplace, Inc. management has increased their efforts to improve minority and residency levels at both the management and tenant levels. They have also submitted plans satisfactory to the Authority, which meets City policies regarding MBE/WBE opportunities and affirmative action hiring of Boston residents and minorities.

Appropriate votes follow:

VOTED: That the Authority approves the revitalization plan for Faneuil Hall Marketplace with the proviso that the project be subject to further design review; and further

VOTED: That the Director be authorized to execute the Construction Employment Plan, First Source Agreement and Memorandum of Understanding substantially in the form attached.

FANEUIL HALL MARKETPLACE

115 Merchants Responding (Out of the 134 Total)

Faneuil Hall Marketplace, Inc. Employees

Boston Residents	55%
Minority	35%

Faneuil Hall Marketplace Merchants' Employees

Store Employees

Boston Residents	53%
Minority	20%

**Boston Residents
Construction Employment Plan
For
Faneuil Hall Marketplace
Boston, Massachusetts**

WHEREAS, Faneuil Hall Marketplace, Inc. ("Developer"), the Boston Redevelopment Authority ("Authority"), the Mayor's Office of Jobs and Community Services ("OJCS"), and the Boston Employment Commission ("Commission") desire to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", requires the Developer to prepare and submit, and the Authority to approve, a construction employment plan;

WHEREAS, the Boston Employment Commission has been established by Chapter 12 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 (collectively the "Ordinance") passed by the Boston City Council on July 30, 1986 and August 12, 1986 and signed by the Mayor of the City of Boston, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference;

NOW, THEREFORE, the Developer, the Authority, the Commission and the OJCS agree that the approved construction employment plan (this "Plan") or the Project is as follows:

Section I: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

- 1.1 Contractor: The general contractor for the Project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.
- 1.2 On-Site Monitor: An individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.
- 1.3 Project: The rehabilitation of Faneuil Hall Marketplace as outlined on the approval letters of even date located on a parcel of land bounded by Congress and Clinton Streets and Atlantic Avenue.

Section II: GENERAL REQUIREMENTS

- 2.0 The Developer shall use good faith efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.
- 2.1 The Developer shall incorporate into its construction contract with the Contractor and shall require the Contractor to incorporate into each of its subcontracts provisions requiring that the Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.
- 2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to OJCS as required herein or as requested from time to time by the Authority, OJCS or the Commission.
- 2.3 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B and incorporated herein by this reference. The Contractor shall update such projection periodically during the course of construction of the Project, but not more frequently than quarterly.
- 2.4 The Commission shall make determinations as to compliance by the Developer and the Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:
 - (1) When the Project is 25, 50, 75 and 100 percent complete, or,
 - (2) Every three months from the date of commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.
- 2.5 The Developer shall maintain, and shall cause the Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.
- 2.6 The Developer shall meet with the Contractor no less frequently than bi-weekly throughout the period of construction of the Project to review the Contractor's compliance with this Plan and the Boston Residents Construction Employment Standards. The Developer shall record and maintain minutes of

such meetings and forward copies thereof to OJCS within ten (10) calendar days of such meetings.

- 2.7 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

Section III: PROCEDURES

- 3.0 The Developer shall furnish to the Authority and OJCS the name, title, business address and telephone number of the person designated as the On-Site Monitor.
- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of OJCS for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.
- 3.2 Prior to the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, OJCS, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirements for construction workers over the course of construction of the Project.
- 3.3 Within three (3) days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to OJCS together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a sworn statement that the worker has been requested to complete and sign such form but has refused.
- 3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed the On-Site Monitor shall complete and submit to OJCS for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.
- 3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by

such person to OJCS. The On-Site Monitor shall keep a written record of all referrals made to OJCS pursuant to this paragraph 3.5, of any person who was referred to the Contractor or any subcontractor by OJCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.

- 3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted promptly to OJCS. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.
- 3.7 Representatives of OJCS may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.

Section IV: DETERMINATION OF COMPLIANCE

- 4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof, (i) to comply with the Boston Residents Construction Employment Standards, (ii) to comply with this Plan, or (iii) to use good faith efforts in attempting to comply with the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been

given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.

Section V: SANCTIONS

- 5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into the escrow fund established by the Commission pursuant to the Ordinance an amount equal to one tenth of one percent (0.1%) of the total cost of construction as stated in the building permit application for the Project. Such deposit shall be made upon the issuance of a building permit for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines recommended by the Commission by reason of the non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and the Contractor have complied with this Plan or have satisfied any fines recommended by the Commission.
- 5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance and may not be imposed without first providing developer with written notice and opportunity to cure any deficiency.
- 5.2 The Developer and the Contractor shall be subject to such sanctions as are authorized by the Ordinance.

Section VI: MINORITY BUSINESS ENTERPRISES

- 6.1 The Developer and its Contractor shall use good faith efforts to insure that during the construction of the Project a minimum of fifteen percent (15%) of their total expenditures for construction, goods and professional services directly related to the construction be granted to Minority Business Enterprises, as hereinafter defined. In connection with direct construction activity, the Contractor and each subcontractor, which is a Minority Business Enterprise, must sign the Minority Business Utilization Form in the form attached hereto as exhibit "F-1", and when the work of each subcontractor is completed a Final Minority Business Utilization Form in the form attached hereto as Exhibit "F-2" must be signed. All of the before-mentioned forms must be submitted to the Authority promptly.
- 6.2 For the purposes of this Section VI, the below indicated terms have the meanings respectively ascribed to them:
 - (a) Minority Business Enterprise: A business organization (corporation, partnership or sole proprietorship) in which fifty-one percent (51%) of the beneficial ownership and control is held by one or more minority persons.
 - (b) Beneficial Ownership and Control: Ownership of at least fifty-one percent (51%) of the voting stock or proprietary interest in any corporation, partnership or sole proprietorship.

- (c) Minority Person: An individual who is Black, Hispanic, Asian, American Indian, or Cape Verdean.

- 6.3 The Developer has indicated its good faith efforts to increase the number of qualified Minority Business Enterprises that comprise the retail pushcart operations.

Section VII: MISCELLANEOUS

- 7.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
- 7.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 7.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Faneuil Hall Marketplace, Inc.
Three South Market Building
Boston, MA 02109

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201
Attention: Director's Office

Commission: Boston Employment Commission
15 Beacon Street
Boston, Massachusetts
Attention: Executive Director

OJCS: Mayor's Office of Jobs and Community Services
15 Beacon Street
Boston, Massachusetts
Attention: Director

- 7.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.
- 7.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Authority, the Commission and OJCS and the successor owners of the Project.

7.5 In the case of any inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules or regulations which may be adopted by the commission pursuant to the Ordinance, the provisions of the Ordinance, or of such rules or regulations, shall govern.

In WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered on this day of , 1988.

FANEUIL HALL MARKETPLACE, INC.

By _____
Robert H. O'Brien

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By _____
Stephen Coyle, Director

BOSTON EMPLOYMENT COMMISSION

By _____

MAYOR'S OFFICE OF JOBS
AND COMMUNITY SERVICES

By _____

FIRST SOURCE AGREEMENT

Preliminary Statement

Faneuil Hall Marketplace Inc., having an address at Faneuil Hall Marketplace, Boston, Massachusetts, 02109, (the "Developer") is engaged in the rehabilitation of Faneuil Hall Marketplace (the "Development"). Pursuant to a Memorandum of Understanding by and among the Developer, the City of Boston and the Boston Redevelopment Authority dated ____, 1988, setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with the Mayor's Office of Jobs and Community Services ("OJCS") on behalf on the Boston Job Exchange program (the "Job Exchange") in which OJCS participates.

NOW, THEREFORE, the Developer and OJCS agree that, for the period from the date hereof through July 31, 1996, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance and management personnel employed at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:

A. Prior to announcing or advertising for external recruitment the availability of an employment position created by vacancy of an existing position or of a new employment position at the

Development in any communications medium (other than compliance with internal posting procedures) or with any employment or referral agency, the Developer will notify the Job Exchange of such position, including a general description of the position and Developer's minimum requirements for qualified applicants therefor, and shall request the Job Exchange to refer qualified applicants for such position. The Developer shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Job Exchange of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period." An exception from the Advance Notice Period may be made in the event personnel are needed immediately for an emergency situation in which the five day waiting period would hamper or endanger the operations of Faneuil Hall Marketplace.

B. Upon receipt from the Developer of a notice of an employment position, the Job Exchange shall refer to the Developer candidates for employment whom the Job Exchange believes are qualified for the position and who meet the Developer's minimum requirements for such position, and shall make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Job Exchange believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the

Developer within 48 hours, thereby waiving the obligation of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.

C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff, by transfer or promotion from any affiliate of the Developer or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give consideration to those applicants in such file of qualified applicants previously referred by the Job Exchange. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security or management agent or independent contractor engaged by the Developer to hire any candidate referred by the Job Exchange, or to contravene the terms of any union or collective bargaining contracts.

D. The Developer shall incorporate the provisions of this First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraphs A through C hereof.

Executed this _____ day of _____, 1988.

Faneuil Hall Marketplace, Inc.

By: _____

CITY OF BOSTON ACTING BY AND
THROUGH THE MAYOR'S OFFICE OF
JOBS AND COMMUNITY SERVICES

By: _____

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made this ____ day of _____, 1988, by and among the City of Boston, acting by and through the Mayor's Office of Jobs and Community Services (the "City"), the Boston Redevelopment Authority (the "BRA"), and Faneuil Hall Marketplace, Inc., Boston, Massachusetts 02109 (the "Developer").

The Developer proposes to rehabilitate the Faneuil Hall Marketplace. The Developer has agreed to formulate and submit to either the City or to the BRA a Voluntary Employment Opportunity Plan, the purpose of which is to detail the Developer's good faith efforts to assure that fifty percent (50%) of the employment opportunities created in the Development will be made available to Boston residents.

Working in a cooperative effort with the Mayor's Office of Jobs and Community Services ("OJCS"), the Developers of major commercial real estate projects (the "Developers") including office buildings, hotels, retail stores, and offices for institutional use, now existing or in various stages of development or construction, (collectively, "Developments") have jointly formulated such a plan, and have agreed to pursue the plan uniformly in each of the Developments.

The Employment Opportunity Plan set forth in this Memorandum of Understanding recognizes that substantially all of the entry level new job opportunities to be created in the Development will

be created and filled by tenants of the Development (the "Tenants"). Therefore, the following Employment Opportunity Plan (the "Plan") focuses upon steps which a Developer as landlord can take to urge and encourage its Tenants to hire Boston residents for new job openings. The Plan details two basic approaches to that endeavor, the first being fulfillment of a leadership role in which the Developer/landlord utilizes the employment training and referral resources available in the City of Boston, and the second being acting as a conduit to Tenants for information about those resources. The following paragraphs set forth the Employment Opportunity Plan:

I. Undertakings by the Developer

A. With respect to all persons employed by a Developer in connection with the operation, management, and maintenance of, and provision of security to, the Development, the Developer will pursue as a goal the employment of Boston residents in fifty percent (50%) of the workforce employed at the Development site. Persons employed by any agent or independent contractor providing maintenance, management, security or similar services whose personnel are permanently assigned to and work at the Development shall be considered employed by a Developer.

B. Developer shall become a signatory to the Boston Compact.

C. Developer will enter into a First Source Agreement with OJCS substantially in the form attached to this Memorandum of Understanding.

D. Developer will participate in the Private Industry Council's summer jobs program, if applicable.

E. Developer will assign or cause to be assigned to the management staff for the Development an employee who shall be designated as the liaison officer and shall be responsible for compliance with Developer's ongoing obligations under the Plan.

F. Developer will make good faith efforts to increase the number of Minority Business Enterprises that comprise the retail tenants in the pushcart operations.

II. Dissemination of Information to Tenants

A. Subsequent to the final execution and delivery of lease for space in the Development, the Developer will send to the Tenant thereunder a letter which will transmit the Employment Services Guide which has been produced by and at the expense of the Developers with the cooperation of OJCS.

B. The Developer will solicit from each Tenant in the Development statistical information concerning the number of new employees hired by Tenant during the preceding calendar year and the percentage thereof who are Boston residents. The first such report will be due for the calendar year 1989. Such statistical information will be combined with the

statistical information obtained by each of the other Developers who become signatories from time to time to a similar Memorandum of Understanding in order to produce a single statistic concerning the number of newly hired employees within the Developments and the percentage thereof who are Boston residents. Such information will be transmitted to both the City and the BRA by the Developers no later than March 31st in each such year.

III. Continuing Joint Efforts

At and under the direction of OJCS, the Developer will convene with the other participating Developers annually in July of each year through and including 1996 to meet with OJCS for the purpose of updating and revising the Employment Services Guide. Upon each such update or revision to the Employment Guide, the Developer will redistribute the Employment Services Guide, or supplement or substitute pages thereto, to each Tenant in the Development, accompanied by a transmittal letter to be formulated by the Developer at the time such update or revision is prepared.

The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developer is hereby recognized by the City and the BRA to satisfy each and every obligation of the Developer under its Development Agreement to formulate such a Plan. The foregoing Employment Opportunity

Plan is hereby approved by the City and the BRA. The Developer hereby agrees to fulfill all of the undertakings and responsibilities imposed upon a Developer by the Plan from the date hereof through and including August 1, 1996.

EXECUTED the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

CITY OF BOSTON ACTING BY AND
THROUGH THE MAYOR'S OFFICE OF
JOBS AND COMMUNITY SERVICES

By: _____

FANEUIL HALL MARKETPLACE, INC.

By: _____
Robert H. O'Brien
Vice President

Faneuil Hall Marketplace

FANEUIL HALL MARKETPLACE

August 10, 1988

I. Faneuil Hall Marketplace, Inc.

Boston Residents:	62 or 52%
Minorities:	37 or 31%
Total number of employees:	120

II. STORE OWNERSHIP

	<u>Merchants Called</u>	<u># of Responses</u>	<u>Results</u>
Boston Resident	134	115	33 or 29%
Minority	134	115	5 or 4%
Female	134	134	30 or 22%
Minority/Female Combined			34 or 25%

PUSHCART OWNERSHIP

Boston Resident	98	98	22 or 22%
Minority	121	121	6 or 5%
Female	121	121	77 or 64%
Minority/Female Combination			83 or 69%

STORE EMPLOYEES

Boston Resident	134	129*	953 or 53%
Minority	134	134**	430 or 20%

*These 129 merchant responses represent 1,798 employees.

**These 124 merchant responses represent 2,159 employees.

Faneuil Hall Marketplace

FOR: Faneuil Hall Marketplace
3 South Market Street
Boston, MA 02109

FROM: Clarke & Company
380 Stuart Street
Boston, MA 02116

CONTACT: Debbie Krasnow
Karen Rodgers
617/536-3003

FANEUIL HALL MARKETPLACE REVITALIZATION FACT SHEET

DESCRIPTION

Faneuil Hall Marketplace consists of three 19th Century market buildings: Quincy Market, the copper-domed center building; and North and South Market Buildings. The project was restored in 1976 for retail and office use and was designed to create a contemporary urban marketplace in downtown Boston.

LOCATION

Faneuil Hall Marketplace is adjacent to Faneuil Hall and is bordered by Government Center, the Financial District, Haymarket and Marketplace Center.

SIZE

Faneuil Hall Marketplace occupies 6.5 acres. Each building is over 500 feet long and 50-65 feet wide, with an approximate total of 220,000 square feet for retail use and 145,000 square feet for office use. The Quincy Market Building has three floors and contains 85,000 square feet of retail space. The South Market Building has six floors, including the cellar, comprising 160,000 square feet: 75,000 square feet for retail use and 85,000 square feet for office use. The North Market Building has six floors including the cellar, comprising 120,000 square feet: 60,000 square feet for retail use and 60,000 square feet for office use.

(more)

ARCHITECTURAL/
HISTORICAL
SIGNIFICANCE

Faneuil Hall Markets, the original name of the three buildings, was built in 1826 by Mayor Josiah Quincy from the design of architect Alexander Parris. The granite, Greek Revival buildings are listed on the National Register of Historic Places because they formed one of the most impressive and large-scale urban developments in the United States during the 19th Century.

RETAIL/RESTAURANTS

Faneuil Hall Marketplace comprises 100 retail shops, 40 specialty food vendors, 22 restaurants and 40 Bull Market pushcarts. Annual Marketplace sales for 1987 topped \$100 million dollars.

ANNUAL VISITORS

In its 12 year history, Faneuil Hall Marketplace has attracted an average of 14 million visitors per year.

REVITALIZATION PLAN

Faneuil Hall Marketplace is planning a \$5.6 million revitalization program to improve the physical condition of the Marketplace, and the methods of customer communication. These improvements, which should take approximately 24 months to complete, have been separated into seven different categories:

1) Site Improvements - including relandscaping; new telephone kiosks; the addition of an outdoor information center for better customer communication; new benches and bike racks; and exterior building lighting.

2) Exterior Building Restoration - overall building maintenance; painting and caulking of all exterior windows; restoration of the Rotunda dome, granite facade and roof structure of the Quincy Market Building.

(more)

3) Quincy Market Building Improvements

CANOPIES: New and additional doors and frames in the glass canopy; new pushcarts to replace the original 50 carts.

COLONNADE: New flooring material; refurbishing for elevator; repainting.

ROTUNDA: Repositioning stairs to facilitate customer traffic to the second level; new flooring on first and second floors; new and revised lighting of dome; new common area tables, chairs and stand-ups.

4) South Market Building Improvements -

Redesigned retail entries, including a two-story glazed entrance with new and wider doorways for Retail Entry Two; new flooring; wider stairs; new lighting and revised HVAC; and upgraded elevators.

5) North Market Building Improvements -

New ceiling treatment and lighting; brighter materials and colors in the merchandise display areas; new graphics and upgraded elevators.

6) Graphics and Signing Program - A

consistent and clarified design layout of all printed material and public signs to improve communication with Marketplace customers. Directories and informational signs will be relocated and redesigned to help visitors better orient themselves and discover all the unique offerings of the Marketplace. The new designs will reflect the character and function of the Marketplace buildings while presenting retail graphics in a contemporary manner.

7) Miscellaneous Improvements -

Upgrading restrooms, repairing doors, hardware, partitions, etc.; adding storage workrooms.

(more)

Page Four

TIMETABLE/
WORK SCHEDULE

The revitalization project, which is subject to review and approval by the Boston Redevelopment Authority and the Boston Landmarks Commission, has been scheduled in four stages. These stages are: 1) Conceptual Design (Completed) 2) Design Development (Expected to last from April - June) 3) Working Drawing Development (October - November) and 4) Building and Construction (through spring 1990). The project is expected to be completed in 24 months.

Whenever possible, work will be scheduled after business hours and at off-peak times to avoid disrupting visitors.

CONSULTANTS/
CONTRACTORS

Project Manager:

David Ford
617/523-1300

Design Manager:

Peter Johnson
617/523-1300

Architectural Design:

Robert M. Wood Architects, Inc.
368 Congress Street
Boston, MA 02210
Contact: Bryan Irwin
617/423-0288

Landscape Architecture:

William Pressley & Associates, Inc.
432 Columbia Street
Cambridge, MA 02141
Contact: William Pressley
617/481-5300

Graphics:

Victoria Blaine Design
368 Congress Street
Boston, MA 02210
Contact: Victoria Blaine
617/451-3677

Lighting:

William Lam Associates, Inc.
101 Foster Street
Cambridge, MA 02138
Contact: William Lam
617/354-4502

Structural Engineering:

Zaldastani Associates, Inc.
7 Water Street
Boston, MA 02109
Contact: Maarten Henkes
617/367-6060

Exterior Restoration:

Simpson, Gumpertz & Heger, Inc.
297 Broadway
Arlington, MA 02174
Contact: Glenn R. Bell
617/643-2000

DEVELOPER

Faneuil Hall Marketplace, Inc., is a
subsidiary of The Rouse Company,
Columbia, Maryland.

MANAGEMENT OFFICE

Faneuil Hall Marketplace
Three South Market Building
Boston, MA 02109
617/523-1300

Robert O'Brien
Vice President and
General Manager

Thomas Gilmore
Group Marketing Manager

FORMULATION OF THE REVITALIZATION PROGRAM

For each of the past eleven years, the Marketplace has carried out a capital improvements program. Under these programs we fixed what was broken and what needed immediate attention, as well as making some functional and aesthetic improvements to the Marketplace. With hindsight gained in the process of developing this Revitalization Program, we now see that the lack of an underlying, long-range plan tying these repairs and improvements together limits their impact, especially when viewed through the frame of enhancing our customers' experience of the Marketplace.

The tenth anniversary of the re-opening of FHM last summer led us to begin asking a series of questions related to the past success of the Marketplace and its impact on Boston and urban retailing in the United States: What should the Marketplace be like ten years from now? Who would be our customers? What would make us different from our competitors? Did the Marketplace need to take another leap forward that would equal the impact it had when it opened in 1976? These questions in turn led to a proposal for a more comprehensive examination of the Marketplace site and buildings.

From the beginning of these discussions, every department of the management staff has been involved - providing suggestions and critiques of the program as it evolved. With authorization of preliminary design funds, consultants in architecture, landscape architecture, lighting and graphic design formally began work in collaboration with each other, FHM management, TRC personnel and the Boston Redevelopment Authority. The following excerpts from the original program given to the consultants summarizes the scope and intent of the Revitalization Program:

This program is to be a second look at the Marketplace, ten years after it opened. In general, we believe the Marketplace is (paraphrasing Robert Venturi's comments about Main Street) just about right; we are not proposing major revision of program, design or physical space. We wish to revise, fix and fine-tune a wide variety of elements. The goal is to re-establish an overall continuity of design, leasing, and marketing that reaffirms Faneuil Hall Marketplace as a focal point in the experience of contemporary city life. The functions and design of the Marketplace juxtapose the new and old. Through this Revitalization Program, we look to add even more elements that strengthen a sense of continuity and evolution, while also incorporating the best in contemporary design.

SCOPE OF FANEUIL HALL MARKETPLACE REVITALIZATION

THE PROGRAM CONSISTS OF 7 MAJOR CATEGORIES:

- I. Site Improvements
- II. Exterior Building Restoration
- III. Quincy Market Building Improvements
- IV. South Market Building Improvements
- V. North Market Building Improvements
- VI. Graphics and Signage
- VII. Miscellaneous Improvements

I. SITE IMPROVEMENTS

New site benches and bike racks will be added to provide more areas for customer convenience. Old worn planter tubs will be replaced with new. Existing telephone kiosks will also be replaced with new. Tree grates will smooth the transition from walking space to tree beds. A new system of cafe bollards will be installed to define operating areas of outdoor restaurants.

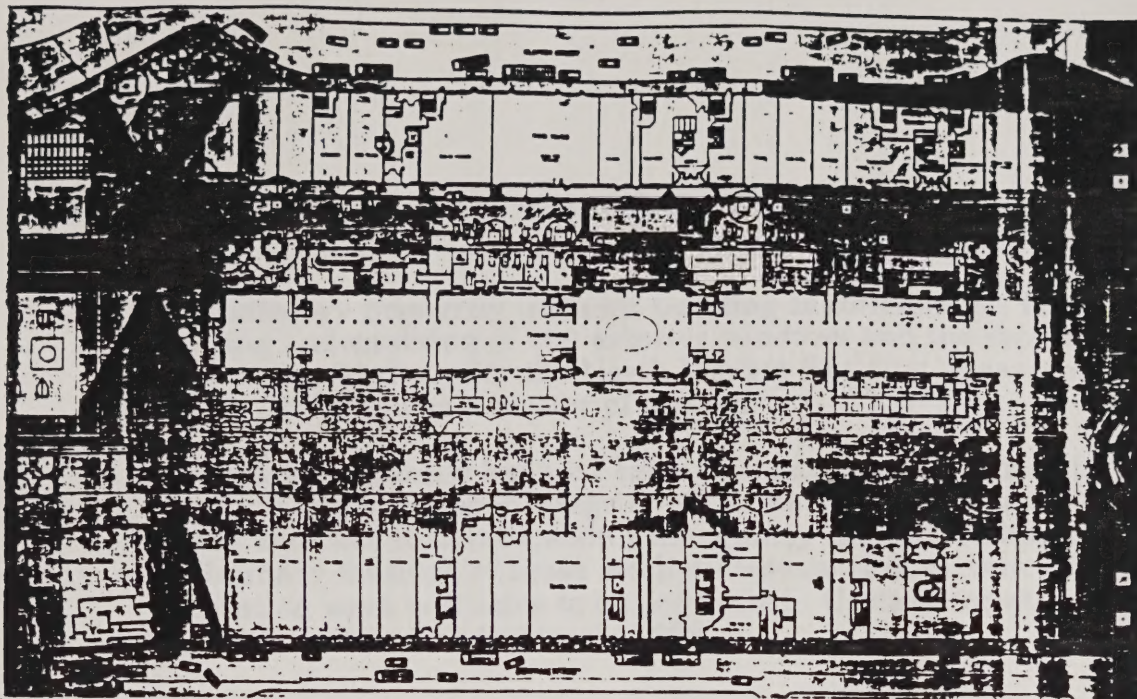
An information center will be located at the focal point of the property in order to relay better information to the customer and improve circulation throughout the Marketplace.

Exterior building lighting will be added to enhance the uniqueness of Faneuil Hall Marketplace as a historic site and highlight the buildings as a special place.

The many water puddles existing on the site are an impediment to customer circulation. This problem will be remedied by resetting pavers and revising elevations of storm sewer drains. Other paving work is planned for the West End of the property to contribute to the uniformity and safety of final work accomplished by surrounding developments.



New planters, benches, telephone kiosks, and paving repairs will improve the customers' impression of Marketplace amenities. Relocation of these elements and the addition of canopies to create specific areas for outdoor carts will greatly improve pedestrian circulation.



Lighting plan shows the locations of fixtures that will highlight architecturally significant parts of the Marketplace buildings.



The Quincy Market Rotunda and dome and Faneuil Hall's East facade and cupola are shown during lighting tests used to calibrate fixtures and adjust their locations.

II. EXTERIOR BUILDING RESTORATION

This category primarily includes building maintenance. The painting and caulking of 600 exterior windows and the replacement of the fabric under the North Market Building glass awning will be performed as a matter of upkeep.

An engineering study has just been completed to determine the condition and structural integrity of the Rotunda dome, granite facade and roof structure within the Quincy Market Building. The preliminary findings of these studies indicate that certain restoration work will have to be performed. Costs associated with this will be identified in March, 1988.

III. QUINCY MARKET BUILDING IMPROVEMENTS

CANOPIES

All aluminum doors and frames in the glass canopy are worn and require constant maintenance. All forty-four doors and frames will be removed and replaced with new. A portion of the glass canopy wall will be revised to accomodate additional doors. This will improve circulation for customers and bring the canopy entries into compliance with city codes. Fabric canopies and exterior power and lighting will be installed on North and South Market Streets to define push cart operations and tenant merchandising.

New push carts will be purchased (leased) to replace the original and badly-worn existing carts.

COLONNADE

New flooring material will replace the worn quarry tile. The drywall ceiling will be patched and repainted. The existing weather vestibules at the East and West ends will be replaced with more efficient and better quality ones. The handicap elevator, which runs to the second level Rotunda area, will be refurbished.

ROTUNDA

The purpose of this work is to increase access to and use of the second level for additional seating and events.

New stairs are proposed in a more visible location and of dimension that will facilitate customer traffic to the second level. The existing stairways will be removed and the space will be used to create new GLA and much-needed janitorial/bussing stations and storage.

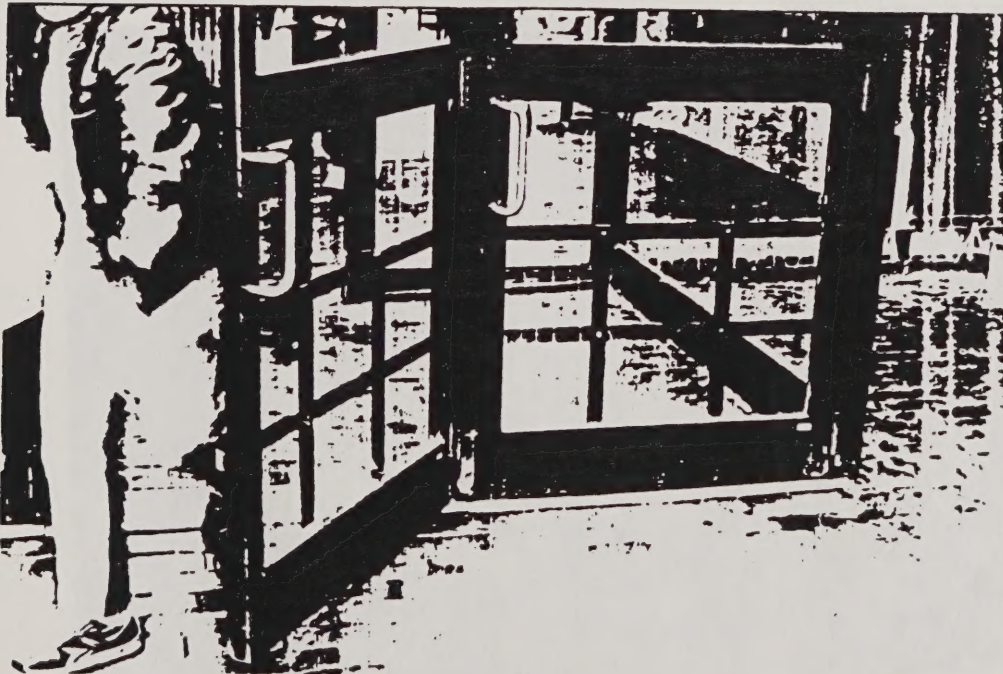
The existing first level quarry tile flooring will be replaced and incorporate a special flooring pattern which will reflect the elliptical opening above. The elliptical floor opening and railing will be modified to increase visibility to the second level.

The old, worn wood flooring on the second level will be replaced, and additional outlets and revised lighting will be incorporated for ease of maintenance and to highlight the ornate details of the Rotunda dome.

New common area tables, chairs, and stand-ups will be purchased (leased) to replace the old and worn existing ones and to increase the amount of seating.



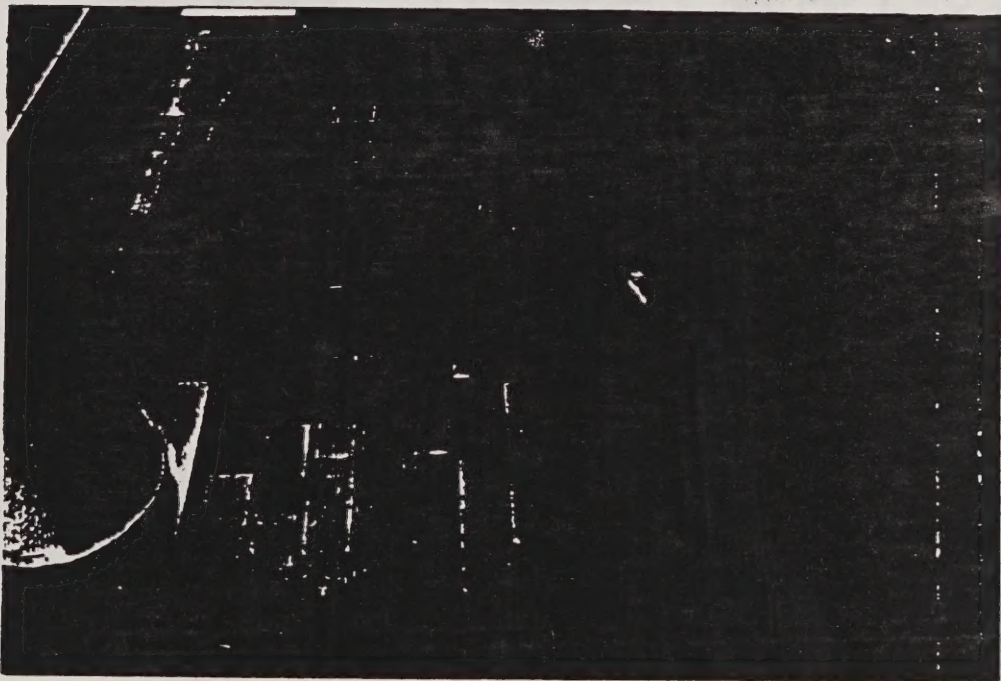
Current building codes require more exit doors to accommodate the crowds that visit the Marketplace.



Ten million visitors walk through the entries of the Quincy Market Building every year. These ten-year-old original doors deserve retirement.

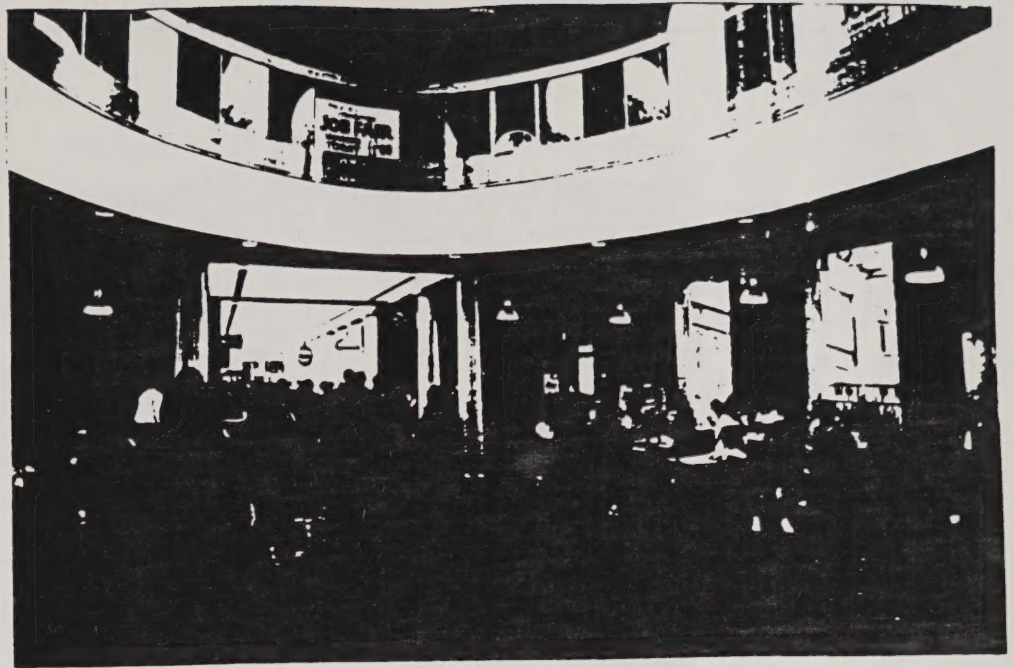


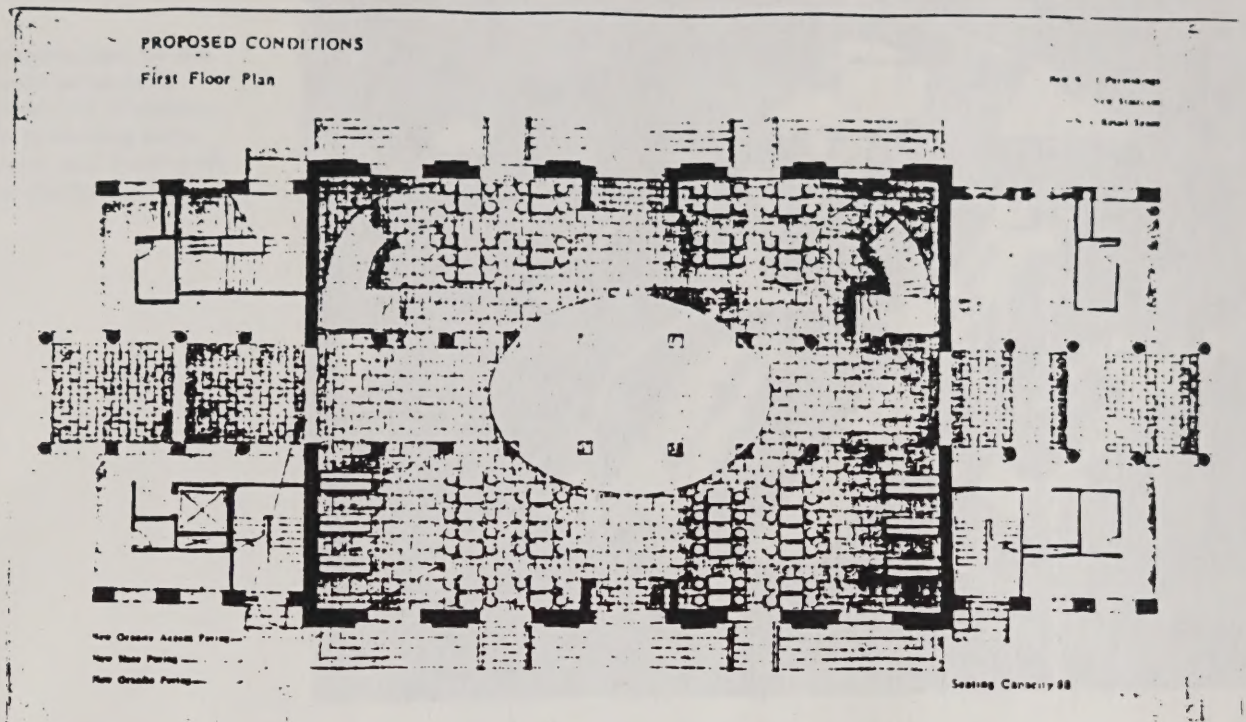
Ten years of wear and tear require the replacement of the weather vestibules at the East and West ends of the Colonnade.



The glaze on the Quincy Market floor tiles has worn through to a porous, mottled black and orange clay body. Tiles of original size are no longer made, so replacement patching creates large grout joints.

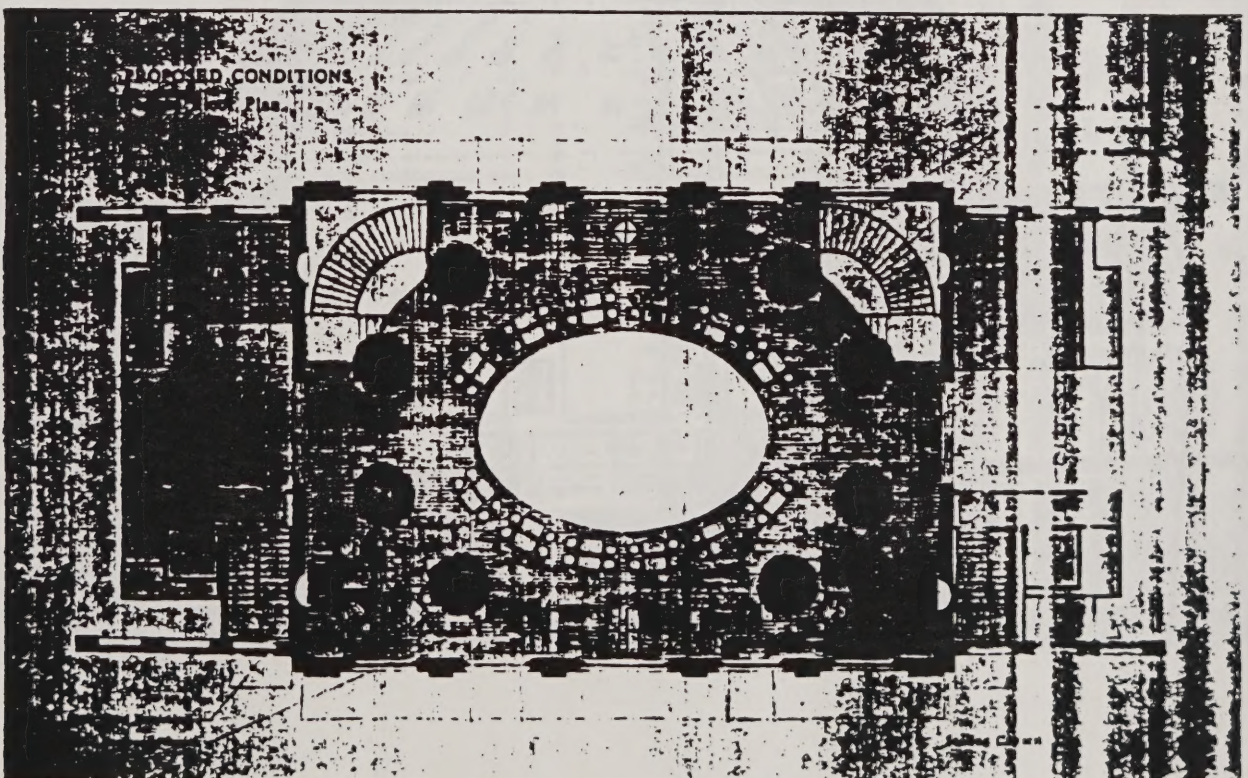
The Rotunda's new stairways, paving, furnishings, and alterations to the elliptical opening draw customers' attention to the second level and invite them to use it.



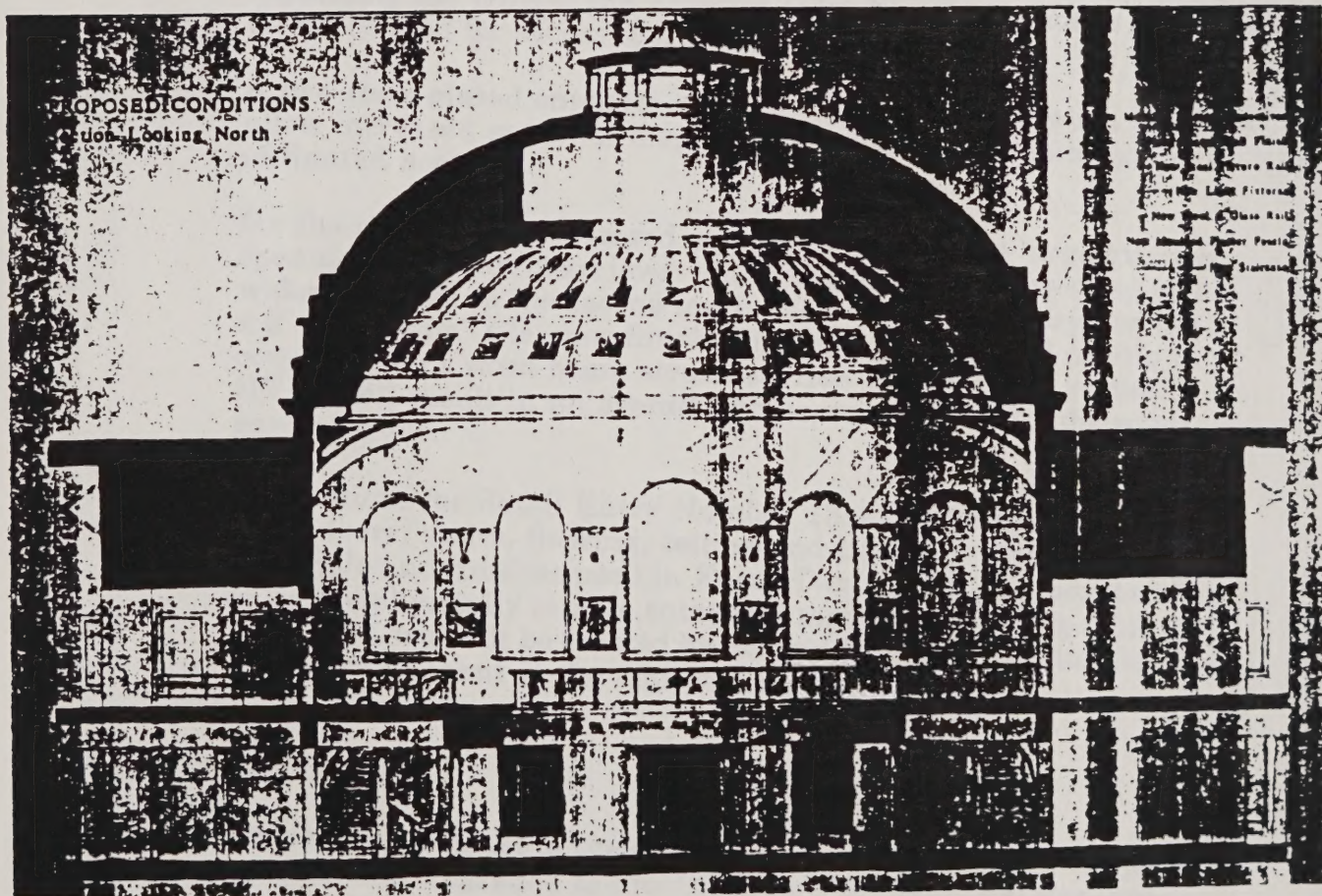


First level plan of the Rotunda shows new paving patterns, stairs, and increased GLA for the Colonnade (upper right corner.)

The upper level of the Rotunda includes seating for over 120 in a park-like setting.



A high-contrast, black and white photograph of a large, circular, ribbed structure, possibly a large pipe or a large wheel, with a smaller, similar structure in the foreground. The image is framed by a thick black border.



IV. SOUTH MARKET BUILDING IMPROVEMENTS

RETAIL ENTRIES

Retail Entry Number Two is centrally located and highly visible from the main plaza and the new outdoor information center on South Market Street. This entry's current design, however, does not reflect its importance as the main access to all shops on the second level of the South Market Building.

The scope of work will include removing the second floor shop above the existing entrance to open this bay to a full two-story volume. This will clearly indicate Retail Entry Two's function as a major building entrance by allowing visibility into the interior space and to the shops on the second level. The loss of GLA will be made up by expanding the GLA of the adjacent second level tenants in areas formerly used for access to the deleted shop.

A two-story glazed entrance with new and wider doorways will both allow increased space for display and correct the existing problem of limited access.

On the interior, a new raised platform bridging the large existing opening to the basement level will be the base for a less steep and wider stairway to the second level. New flooring will replace the 2" x 2" "bathroom" tile, new finishes including a dry wall ceiling to cover the dark wood beam structure, new lighting, and revised HVAC will result in an overall lighter, more pleasant shopping environment.

Renovations for Retail Entry Number Three will also include new entry doors, stairs, flooring, ceiling and lighting. The same materials and finishes used in Entry Two will be incorporated here to tie the physically remote entrances together. Existing GLA on the First Level will be created by bringing forward the storefront of the existing tenant at the rear of the space.

ELEVATORS

The existing finishes of the elevator cab interiors will be completely replaced and upgraded to provide a more professional appearance for office tenants and a brighter, cleaner one for retail customers.

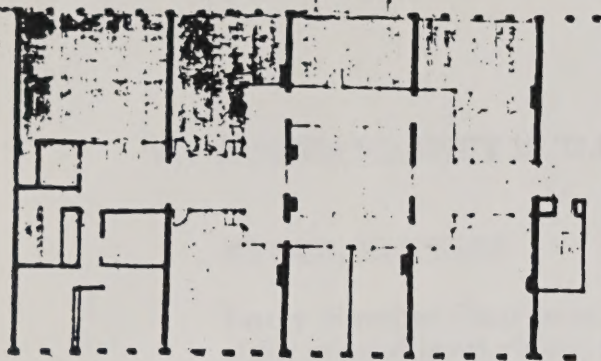


The narrow access, reflectivity of the first floor glass, and the view of a small second-level shop above do not tell customers that this is the main entry to all second-level shops in the South Market Building.



The renovations for Retail Entry 2 (renamed Entry 3) include a new, more strongly articulated two-story glass front, widened walkways, and stronger architectural graphics to immediately communicate its important function to customers on South Market Street.

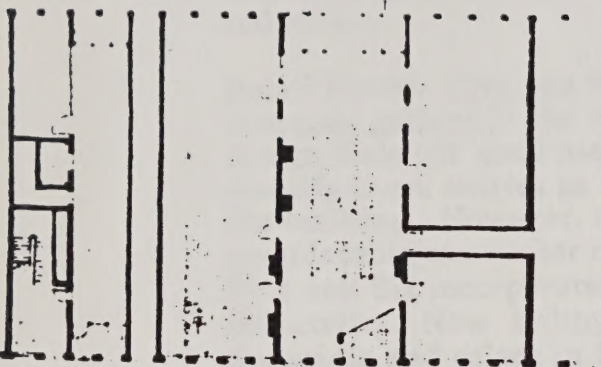
EXISTING CONDITIONS
South Market Building



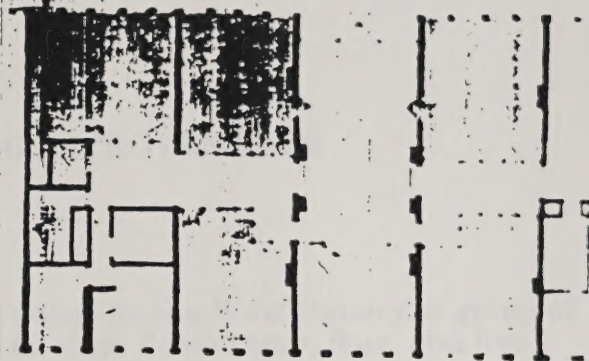
Second Floor Plan

West Entry

First Floor Plan



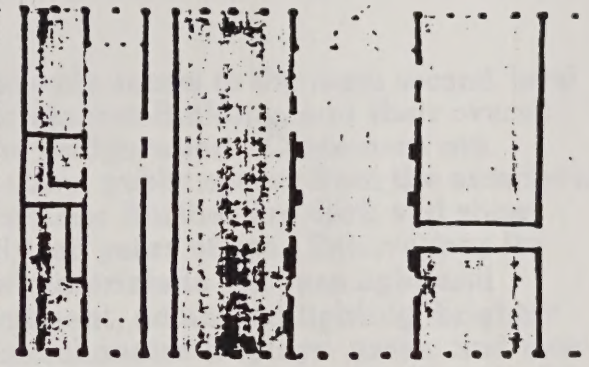
PROPOSED CONDITIONS
South Market Building



Second Floor Plan

West Entry

First Floor Plan



The floor plan of the existing Retail Entry 2 on the left shows second-level circulation wrapping around the floor opening for the staircase from the first level. Renovations to create a two-story entry space visible from South Market Street show rearrangement of second-level shops and circulation in the drawing on the right. (Top drawing shows second-level floor plan.) Small second-level shop directly over the entry from the street has been removed; adjacent shops have gained GLA, and overall circulation space has been reduced.

V. NORTH MARKET BUILDING IMPROVEMENTS

RETAIL ENTRIES

Entry Number Four provides access to the West Gallery, a group of eight second level shops, and to office floors three, four, and five. Changes proposed for this entry include new ceiling treatment, and lighting. These renovations will increase visibility of the entry with materials and finishes that are lighter in color and have increased reflectivity.

Retail Entries Five and Six provide access to the main second level shopping gallery in the North Market Building, and their overall design does not need major reconfiguration. Customers can identify these entries as two-story, public spaces from the exterior of the building. However, the interior finishes are dark and show considerable wear after nearly ten years of use. Renovations for Five and Six incorporate new materials to increase light and reflectivity. New ceiling treatment, additional lighting, brighter materials and colors in the merchandise displays areas, and new graphics will invite customers into these entries more directly from the exterior of the building and convey a more positive image of what the customer will find on the second level.

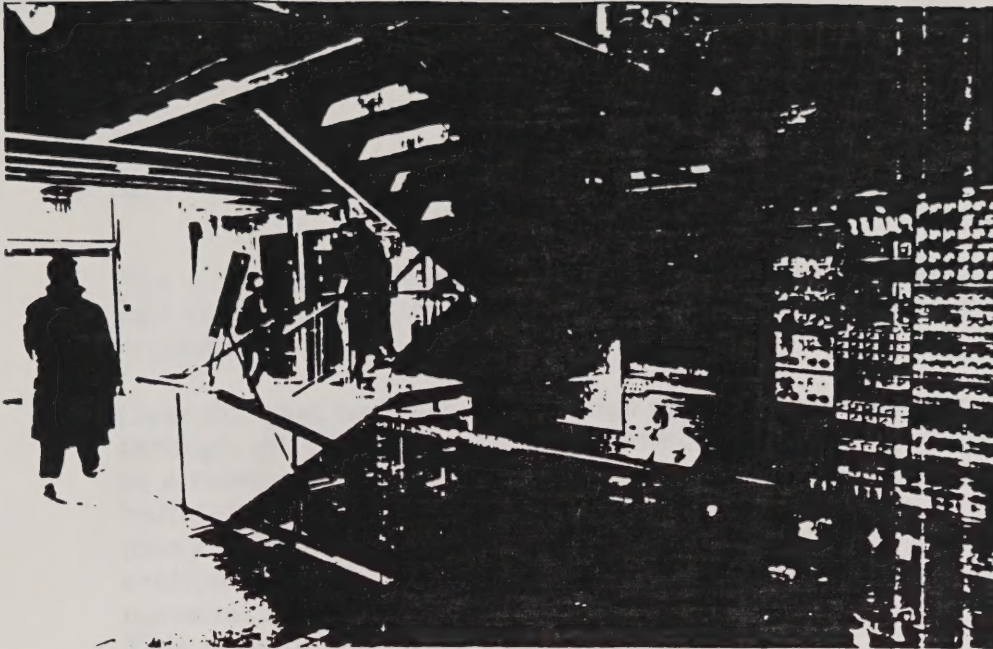
ELEVATORS

The existing finishes of the elevator cab interiors will be completely replaced and upgraded to provide a more professional appearance for office tenants and a brighter, cleaner one for retail customers.

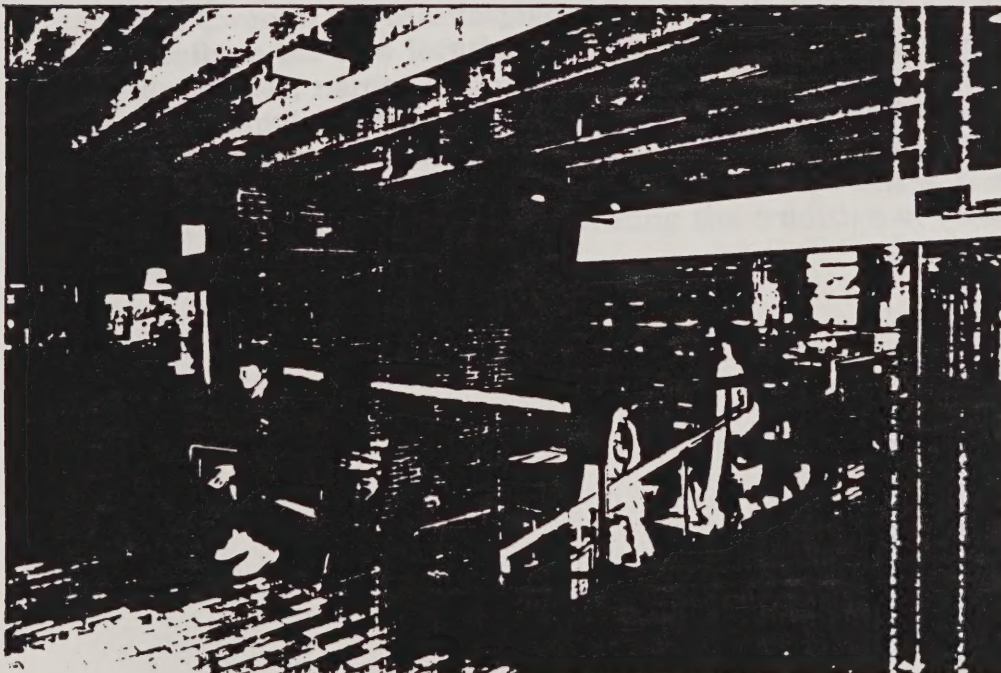


A comparison of Retail Entry 6 by night and day shows the positive impact of strong interior lighting. Renovations proposed for the interior will provide additional lighting fixtures to illuminate a new, lighter ceiling, wall finishes and display areas. New signs on the building's exterior and graphics inside will tell customers this entry leads to the main second-level shopping gallery in the North Market Building.





The open wells adjoining the stairways in Retail Entries 5 & 6 will be covered with glass and steel frames to eliminate drafts and solve dirt and noise problems for basement level tenants. New finish materials in lighter colors, livelier graphics and renovated display areas will create a fresh look for the Entry interiors.



VI. GRAPHICS AND SIGNAGE PROGRAM

The program for graphics calls for comprehensive reassessment and redesign of all aspects of Marketplace signage and printed material.

Over the past ten years, the image of the Marketplace as presented through graphics has changed several times. This was never done in a comprehensive manner, so that we now use components from half-a-dozen different programs, with too many typefaces and too many "official" colors. The graphic design consultant, in collaboration with FHM staff, will clarify the design and layout of printed material and all public signs that appear on Marketplace property. This overall reworking will allow us to reinforce the special character of this place in a contemporary way that also refers to the past uses and architectural character of the buildings.

A second, equally important goal for the graphics program is to improve communication with FHM customers. Existing directories and informational signs are not appropriately located to help people orient themselves and understand how to organize their trip through the Marketplace. To solve these problems and reinforce the new location of the information center, retail directories, names and numbers for building and entries, handicapped access signs, and general information signs are all being redesigned and repositioned. The new designs for these components also reflect the character and function of the Marketplace buildings, interpreting the tradition of retail graphics in a contemporary manner.

VII. MISCELLANEOUS IMPROVEMENTS

This portion will consist of upgrading the public restrooms, repairing doors, hardware, tile, partitions and other items on an as-needed basis. The equipment storage-workroom already designed, will be built in the garage of Marketplace Center. This storage-workroom replaces the one that was lost to the development of Marketplace Center. The Tenant Design Criteria will be revised and updated to reflect the current and long-term leasing and merchandising objectives.

SIGNAGE KEY



Site Information Directory



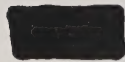
Information Kiosk/
Retail Directory



Exterior Retail Entry Signage



Interior Retail Directory



Retail Entry Signage/Banners



2nd Level Retail Signage



Exterior Office Entry Signage



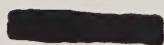
Interior Business Directory



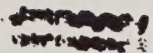
Office Entryways



Retail Entryways



Passageways

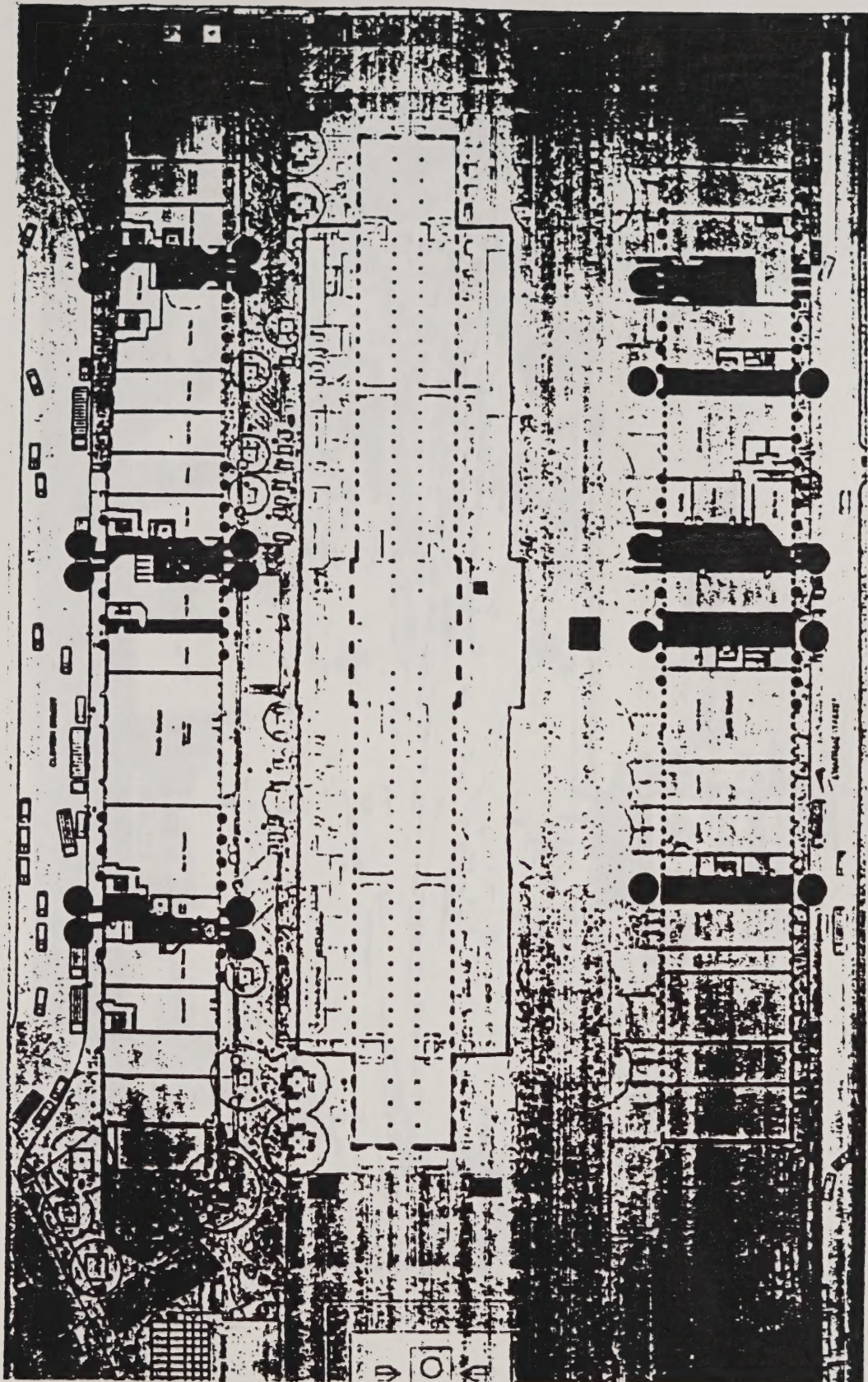


Seasonal Banners

Organization and design of new graphics will give customers the right amount of information at the right place and time on a trip through the Marketplace. The character of the signs and graphic devices will reinforce what makes the Marketplace special.



The new information center on South Market Street will become the town square for the Marketplace.



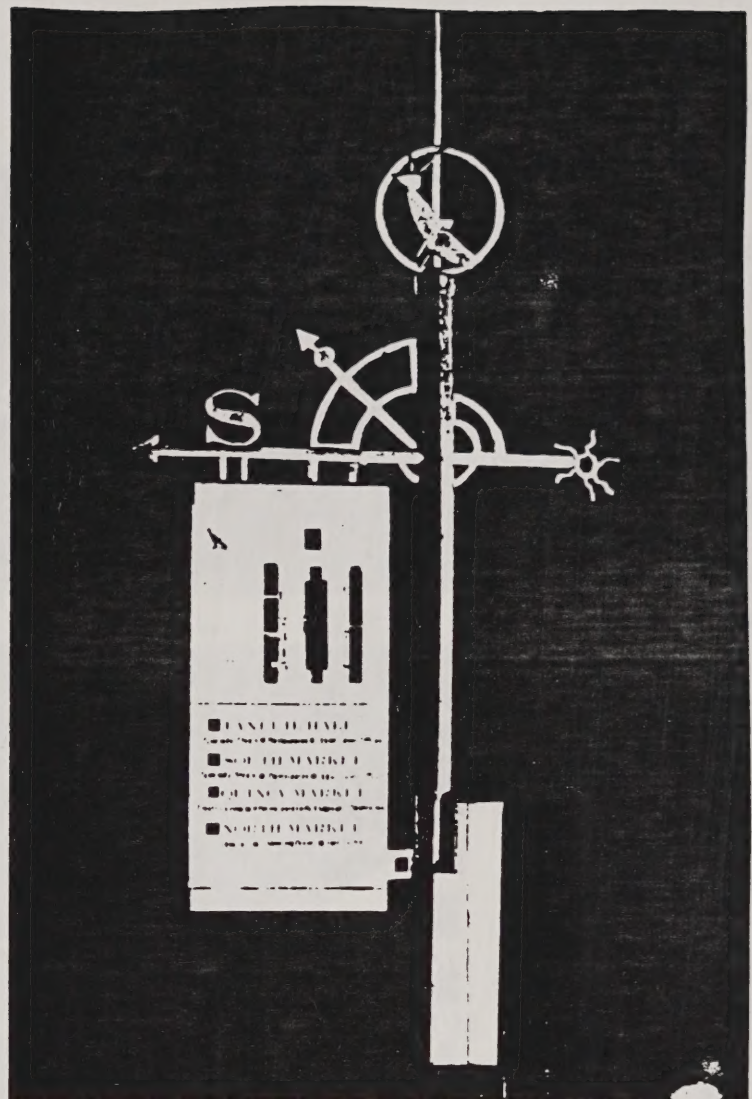


New sign boards and sign brackets for all second level tenants, as well as new banners and signs at Retail Entries, tell a story about the Marketplace's past and present use.



The rendering shows how removing the shop over the entry doors allows customers to see more second-level shops immediately. A broader, less abrupt stair is more inviting, and the awkward opening in the first-level floor has been bridged. Brighter, more reflective finishes and stronger merchandise display areas tell customers quickly that this entry leads to interesting shops upstairs.





Ten years of use have made the existing site directories extremely difficult to update. The amount and organization of information on them can confuse customers. New site directories clearly convey site information, and their design will reflect the unique character of the Marketplace.



Large, gilded letters will tell people the names of the Marketplace buildings. The lettering reinforces the historic character of the architecture and helps people orient themselves on the site.

